



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed August 31, 2018


United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:

FOUNDRY CLUB, LLC,

Debtor.

Chapter 11

Case No. 18-32177

**ORDER ON CREDITOR CPUS MOCKINGBIRD, LP'S
MOTION TO COMPEL ASSUMPTION OR REJECTION OF LEASE AGREEMENT**

This matter came before the Court on August 30, 2018 for a hearing on Creditor CPUS Mockingbird, LP's Motion to Compel Assumption or Rejection of Lease Agreement (Docket No. 28) (the "Motion") and Debtor's response thereto (Docket No. 33). Appearances were as noted on the record. For the reasons stated on the record and for good cause shown, the Motion is **GRANTED** under 11 U.S.C. §§ 365(d)(2) and 105(d)(2)(A).

It is therefore **ORDERED** that:

1. The Lease Agreement dated September 7, 2007, by and between the Debtor, as successor-in-interest to Creativemark, LLC, and Landlord, as successor-in-interest to

Mockingbird Station Investment, LP, as amended, is rejected, effective as of the date of this order.

2. Debtor shall immediately pay its postpetition arrearage under the Lease Agreement as required by 11 U.S.C. § 365(c)(3).

END OF ORDER

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